

**EXHIBIT D**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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IME WATCHDOG, INC.,

Plaintiff,

-against-

Case No.: 1:22-cv-1032 (PKC) (JRC)

**PERMANENT INJUNCTION  
ON CONSENT**

SAFA ABDULRAHIM GELARDI, VITO GELARDI,  
GREGORY ELEFTERAKIS, ROMAN POLLAK,  
ANTHONY BRIDDA, IME COMPANIONS LLC,  
CLIENT EXAM SERVICES LLC, and IME  
MANAGEMENT & CONSULTING LLC,

Defendants.  
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Plaintiff, IME WATCHDOG, INC. ("Plaintiff" or "IMEWD") and non-parties EUGENE LIDDIE and IME LEGAL REPS LLC (collectively hereinafter the "Defendants") (Plaintiff and Defendants are referred to jointly herein as the "Parties") hereby stipulate as follows:

**WHEREAS**, on February 25, 2022, Plaintiff filed a complaint against various defendants asserting claims under the Defend Trade Secrets Act ("DTSA") and related state law claims based on allegations of misappropriating, disseminating, and using Plaintiff's trade secrets;

**WHEREAS**, on April 2, 2025, IMEWD filed a letter motion for a pre-motion conference in anticipation of, *inter alia*, a motion for leave to amend the complaint to add Defendants as parties to this case (ECF Docket Entry 449);

**WHEREAS**, IMEWD and Defendants have agreed to a consensual resolution of IMEWD's claims solely against Defendants;

**NOW, THEREFORE, THE PARTIES AGREE AND STIPULATE** as follows:

1. This Court has subject matter jurisdiction over this action, which arises, *inter alia*, under the DTSA, 18 U.S.C. § 1836, pursuant to 28 U.S.C. §§ 1331 and 1338.

2. Defendants, and any agents, servants, employees, partners, business entities, attorneys, and/or persons controlled directly or indirectly by the Defendants or acting on their behalf or in concert with them, agree not to ever perform, participate, invest, manage, consult, or otherwise be involved in any manner whatsoever in the IME observer service industry, directly or indirectly, in the United States of America.

3. Defendants shall transfer to Plaintiff all website domain names associated with IME Legal Reps LLC including but not limited to imelegalreps.com.

4. The Parties agree that the Permanent Injunction on Consent that appears below shall be deemed entered as an Order of the Court. The Parties agree that this Court has jurisdiction to enter this Consent Injunction, including the Permanent Injunction below.

5. No security shall be required with respect to the entry of any of the provisions of this Consent Injunction, including the Permanent Injunction below.


#### **PERMANENT INJUNCTION ON CONSENT**

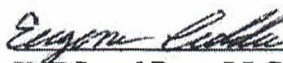
The Court enters a **Permanent Injunction** in favor of IMEWD, and against Eugene Liddie and IME Legal Reps pursuant to 18 U.S.C. § 1836 and Rule 65 of the Federal Rules of Civil Procedure, and in accordance with the following terms.

1. Defendants, and any agents, servants, employees, partners, business entities, attorneys, and/or persons controlled directly or indirectly by the Defendants or acting on their behalf or in concert with them and all those persons in active concert or participation with them or any one of them are **HEREBY PERMANENTLY ENJOINED** from the following acts, unless expressly authorized by Plaintiff in writing:
  - a. the performance, participation, investment, management, consulting, or other involvement in the IME observer industry; and
  - b. directly or indirectly enabling, facilitating, permitting, assisting, soliciting, encouraging or inducing any individual or entity to violate the foregoing provision.
2. Defendants represent that they, and any agents, servants, employees, partners, business entities, attorneys, and/or persons controlled directly or indirectly by the Defendants or acting on their behalf or in concert with them, do not possess any copies of Plaintiff's trade secrets and have returned all such documents and electronically stored information to Plaintiff, then deleted or destroyed same, including, but not limited to:
  - a. customer lists;

- b. customer information (such as customer names, contact information, whether customers paid the issued invoices, amounts paid, number of associate visits performed, nature of services performed and hours spent servicing the customer, and customer's preferences in connection with the independent medical examinations);
  - c. invoices;
  - d. website;
  - e. training handbooks;
  - f. independent medical examination reports; monthly, quarterly, and/or annual reports; internal memoranda;
  - g. financial information (such as information regarding payroll, banking, and profit and loss); and
  - h. employees and agents (such as which customers they service, which doctors' independent medical examinations they observed and how long such examinations lasted, and how much they earn);
3. Defendants represent that they have not engaged in any conduct in violation of the foregoing paragraphs.
4. This Consent Judgment shall be BINDING ON and INURE TO the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each party.

**AGREED TO AND ACCEPTED:**

  
Eugene Liddie  
Dated: 04-29-2025

  
IME Legal Reps, LLC  
By: Eugene Liddie  
Dated: 04-29-2025

  
IME WatchDog, Inc.  
By: Daniella Levi, Chief Executive Officer  
Dated: